

March 5, 2018 / Item # 9

TOWN COUNCIL

February 14, 2018

TO: Matthew W. Hart, Town Manager

FROM: Essie S. Labrot, Town Clerk/Council Clerk

Essie S. Labrot

The Town Council at its meeting held on February 13, 2018 referred to Town Plan and Zoning the following Suspense Resolution Authorizing the Town Manager to enter into a Lease Agreement with Rockledge Tavern, LLC.

WHEREAS, the Rockledge Clubhouse Restaurant and Snack Bar serves the golfers, restaurant patrons, and many community groups; and

WHEREAS, the Rockledge Clubhouse Restaurant and Snack Bar has been successfully leased by the Town for several decades; and

WHEREAS, the lease between the Town and the previous vendor expired on December 31, 2017, and the Town desires to continue having the Restaurant and Snack Bar operated by an outside vendor; and

WHEREAS, the owner of Beachland Tavern and Park Tavern was selected through a competitive bid process, and has formed a new entity to operate the Rockledge Clubhouse Restaurant.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF WEST HARTFORD THAT the Town Manager is hereby authorized to execute a lease between Rockledge Tavern, LLC and the Town in substantially the form attached hereto.

Attachment: Lease Agreement

cc: Pat Alair, Corporation Counsel
Kimberly Boneham, Deputy Corporation Counsel
Mark McGovern, Director of Community Services
Todd Dumais, Town Planner
Helene Rubino-Turco, Director of Leisure Services & Social Services



TOWN OF WEST HARTFORD 50 SOUTH MAIN STREET
WEST HARTFORD, CONNECTICUT 06107-2431
(860) 561-7430 FAX: (860) 561-7438
www.westhartford.org

**LEASE BETWEEN THE TOWN OF WEST HARTFORD
AND ROCKLEDGE TAVERN,LLC**

THIS LEASE, made this ____ day of _____, 2018, at West Hartford, Connecticut, by and between the TOWN OF WEST HARTFORD, a municipal corporation chartered by the State of Connecticut and located in the County of Hartford in said State, hereinafter referred to as "LESSOR," acting herein by Matthew Hart, its Town Manager, hereunto duly authorized, and Rockledge Tavern LLC, a Connecticut limited liability corporation located in the Town of West Hartford, in said County and State, hereinafter referred to as "LESSEE," acting herein by Chip Kohn, its President, hereunto duly authorized.

WITNESSETH:

That in consideration of the mutual covenants herein contained the parties hereto agree as follows:

1. Leased Premises; Term: The LESSOR hereby leases to the LESSEE for a term commencing on January 1, 2018, and ending on December 31, 2025, the PREMISES known as Rockledge Clubhouse Restaurant and the Rockledge Snack Bar located at 289 South Main Street, West Hartford (more particularly described in Exhibit A1), for the purpose of operating a dining room, tavern room, snack bar and beer cart, sometimes referred to collectively herein as the "Restaurant and Snack Bar" or "Tavern and Snack Bar". The parties agree that the Term of this Lease may be extended for up to three (3) additional five (5) year terms upon mutual written agreement of the parties, provided notice of LESSEE'S intention to extend is given in writing to the LESSOR not less than six (6) months prior to the expiration of each Term. In the event that the parties mutually agree to extend the Term of this Lease as provided herein, the terms shall be as set forth herein unless modifications thereto are expressly agreed upon in writing no later than one hundred twenty (120) days prior to the expiration of the Term.

2. Equipment and Furnishings: LESSEE shall supply all equipment and furnishings at its own expense. Ownership of such equipment and furnishings shall be in accordance with paragraph 25 of this Lease. Equipment to be provided by LESSEE shall include, but not be limited to, bottle coolers, ice machines, fire extinguishers, sound system, televisions, dish washers, draft system, tables and chairs, bar stools chairs booths, bar and back bar, computer register system and full kitchen fit out.

3. Rent: The LESSEE shall pay to the LESSOR as rent:

A. Monthly installments of \$5,000 commencing January 1, 2018, and payable on the first day of each month thereafter (and pro-rated for any partial month). Said monthly payments shall be increased annually on January 1st of each year during the Lease Term by \$100. No rent will be collected during the first three (3) months of the first Term, unless revenue is collected by the LESSEE.

B. In addition to the monthly rental payments described in paragraph 3.A, LESSEE shall pay LESSOR an amount equal to 6% of net sales per annum in excess of revenues between One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) for the initial Term of the Lease. "Net sales" shall mean gross operating receipts less sales tax, voids, comps, gift certificate sales, and server tips.

4. Rent Where Paid: All Rent payments shall be made to the LESSOR at the Office of the Director of Leisure Services, Town Hall, 50 South Main Street, West Hartford, CT 06107.

5. Covenants by Lessee: The LESSEE does hereby covenant to hire said premises and agrees to pay to the LESSOR the Rent as hereinbefore specified and does covenant further that it will not use the said premises for any purpose other than hereinbefore authorized, nor during the Term of this Lease assign or sublet said premises or any part thereof without prior written permission from the LESSOR, which permission will not be unreasonably withheld. The said LESSEE does hereby further covenant that it will use its best efforts to operate the Restaurant and Snack Bar in a profitable manner, will hire and pay all required employees, buy all necessary food and equipment, do no waste, and that it will repair at its own expense all broken window glass and all damage that may happen or be occasioned to the gas and water pipes and to the demised premises, furnishings, and equipment through the neglect, carelessness, or negligence of the LESSEE, its agents, guests, invitees or representatives, or anyone else lawfully in and upon said premises.

6. Default in Rent: If any Rent payment required hereunder is not paid within ten (10) calendar days after the same shall become due and payable, and such payment is not received within seven (7) calendar days after receipt of written notice by LESSEE, the LESSOR shall have the right at any time thereafter to re-enter and take possession of said leased premises, and such re-entry and taking possession shall end and terminate this Lease and the Term thereby created, and in such event the LESSEE agrees to waive and does hereby waive notice to quit possession and every other formality or requirement of law provided by any statute with respect to summary process proceedings to enforce the LESSOR'S right to re-entry and recovery of the demised premises, and further agrees that it will thereupon quit possession, and the LESSOR shall be repossessed of the leased premises as in its former estate. In addition, for every day beyond said tenth day, if said Rent is overdue, interest shall accrue at five percent (5%) per annum on the amount overdue, and LESSEE shall be responsible for all reasonable costs and expenses, including but not limited to debt collection costs, attorneys' fees, and court costs. .

7. Default: If the LESSEE shall fail to keep and fulfill any of the other covenants, agreements or conditions of this Lease to be kept and fulfilled on its part and such failure shall continue or remain uncorrected for a period of ten (10) calendar days (unless the default cannot be corrected in ten (10) calendar days) after the LESSOR shall have given written notice of the default, and shall have demanded correction of the same by mailing such notice of the default by certified mail, postage prepaid, addressed to the LESSEE in care of Chip Kohn, 45 West Hill Drive, West Hartford, CT 06119, then this Lease and the Term hereby created shall, at the

LESSOR'S option, cease and terminate and the LESSOR shall have the right to re-enter said leased premises and demand possession of the same without any further demand or notice whatsoever, and such re-entry and taking possession shall end and terminate this Lease and the Term thereby created, and in such event the LESSEE agrees to waive and does hereby waive notice to quit possession and every other formality provided by any statute with respect to summary process proceedings to enforce the LESSOR'S right to re-entry and recovery of the demised premises; and the LESSEE further agrees that it shall thereupon quit possession and that the LESSOR shall be repossessed of the leased premises as in its former estate, or at the option of the LESSOR or its assigns, all installments of Rent for the entire leasehold period shall immediately be and become due and payable, provided that LESSOR should diligently attempt to re-lease the premises, and amounts due LESSOR shall be reduced to take into account new rental amounts and increased by the costs associated with leasing the premises. The LESSOR, may, without waiving or postponing any other rights had in such case, re-let said premises or any part thereof on such terms as it shall deem best and apply such re-letting proceeds, less reasonable expenses to secure a new tenant, to such Rent or judgment therefore and hold the LESSEE liable for the unpaid balance.

8. Utilities: The LESSEE shall be responsible for paying for all electric, water, heating, telephone, gas and other utility costs for the restaurant, Tavern and Snack Bar during the Term of this indenture. Snack Bar utilities are assessed at \$250 each month for six (6) months, payable in lump sum on November 1 of each year of the Lease. The LESSEE will not allow utility payments to become more than one (1) month in arrears.

9. Indemnification and Insurance: The LESSEE and others acting on behalf of the LESSEE shall comply with the indemnification and insurance requirements described in the **Indemnification and Insurance Exhibit**, attached hereto and fully incorporated by reference. Failure to comply may be held a willful violation and basis for immediate termination of the Lease.

10. Casualty: Neither the LESSOR nor its agents, officers, employees and servants shall be liable to the LESSEE for any injury or damage caused to LESSEE's property or to its organization and resulting directly or indirectly from any act or failure to act (other than breach of this Lease agreement by LESSOR or other than damage to property or personal injury caused directly and wholly by the negligent acts of LESSOR) by or on behalf of the LESSOR or its officers, officials employees, servants or agents or caused by water, rain, hail, snow, ice, wind, fire, lightning, the elements, dampness, or other casualty; or by the breakage, stoppage, leaking, or sweating of water, heating, or sewer pipes; or by plumbing, electrical, heating or air conditioning equipment; or by stoppage of electricity or water to the PREMISES.

11. Waiver of Subrogation: Each policy of fire insurance with extended coverage carried by LESSEE shall provide that the insurer waives any right of subrogation against the LESSOR in connection with or arising out of any damage to such property contained in the Premises caused by fire or other risks of casualty covered by such insurance. In no event shall LESSEE or any person or corporation claiming an interest in the Premises by, through or under LESSEE, claim, maintain or prosecute any action or suit at law or in equity against the LESSOR for any loss, cost or damage caused by or resulting from fire or other risk or casualty in the Premises or any part thereof, for which LESSEE is or may be insured under a standard fire insurance policy with

extended coverage whether or not carried by LESSEE and whether or not caused by the negligence of the LESSOR, or the agents, or servants, or employees, of the LESSOR.

12. Damage by Fire: If the demised premises shall be damaged by fire, the same shall be repaired as speedily as is practicable at the expense and direction of the LESSOR, and the LESSOR shall receive all insurance proceeds payable by reason of the damage to the real estate, including fixtures, as a result of such fire. In the event that LESSEE is able to operate the restaurant despite the partial damage, Rent shall be pro-rated based on the proportion of the restaurant LESSEE is able to operate. Should the damage be so extensive as to render the demised premises untenable, as determined by the Town's building inspector, the Rent for that facility shall cease until such time as the same shall be repaired. The LESSOR shall repair the premises as quickly as due diligence and appropriations will permit. In the event of destruction of said premises more than 50%, LESSOR shall be obligated to repair and/or rebuild the facility only to the extent of the insurance proceeds available. In the event that the insurance proceeds fail to cover the costs of repairs and/or rebuilding or to the extent that the amount of insurance proceeds only allow a repaired/rebuilt facility more than 20% smaller than the existing facility, LESSOR shall receive all insurance proceeds payable by reason of the damage to the real estate, including fixtures as a result of such fire, and, at the options of the LESSEE, the Rent, including such percentage Rent as may have accrued, shall be paid up until the time of such total destruction, and the Lease shall thereupon terminate.

13. Hazardous Substances: LESSEE shall not generate, store, dispose of, release, or permit the disposal or release of any hazardous or toxic waste or substance governed by any federal, state or local laws, in, above, on, or under the premises including the buildings. LESSEE shall defend, indemnify and hold harmless LESSOR from and against any and all liability, loss, suits, claims, actions, causes of action, proceedings, demands, costs, penalties, fines and expenses, including without limitation reasonable attorneys' fees, consultants' fees, and clean-up costs resulting from the presence of any hazardous substances on premises arising from the action or inaction of the LESSEE, its employees, invitees, licensees, and agents; or arising out the generation, storage, treatment, handling, transportation, disposal or release by LESSEE of any hazardous substance at or near the premises and buildings; or arising out of any violation by LESSEE of any applicable law regarding hazardous substances.

14. Repairs and Maintenance by LESSOR: LESSOR shall make all repairs and replacements to the foundation, the bearing walls, the structural columns and beams, the exterior walls, the exterior windows, the deck, and the roof of the PREMISES, including all plumbing, electrical, and HVAC systems within the PREMISES; provided, however, that if any repairs or replacements are necessitated by the intentional acts or negligence of the LESSEE, then LESSEE shall reimburse LESSOR, upon demand, for the reasonable cost thereof.

15. Repairs and Maintenance by LESSEE: The LESSEE shall keep and maintain in good condition all of the equipment and the leased PREMISES and shall pay for all repairs, maintenance and upkeep of all equipment, fixtures, and interior of the restaurant, Tavern, Snack Bar, and beer cart, including, but not limited to grease traps; coolers; kitchen range hood; ducts and fans; all ceiling and air vents; window washing (interior and exterior); clean-up of any sand build-up and debris from front entrance to building; floors; carpeting; toilets; sinks; exhaust fans; interior light

bulb replacements; interior light ballasts; circuit breakers and other minor electrical problems (not exceeding \$250 for any one problem); annual fee for security alarm monitoring for clubhouse and Snack Bar; annual fire extinguisher service; floor or carpet repairs, cleaning and replacement; furniture repairs and replacement; awning repairs and replacement; shelving and cabinet repairs and replacement; booth repairs and replacement; repairs and replacement of equipment owned, leased, or rented by LESSEE; repairs made to LESSEE's requested modifications to the building; and monthly extermination.

16. LESSEE to Keep Premises Clean and Furnish all Materials/Supplies: The LESSEE covenants and agrees that it will furnish all labor, services, material, supplies and equipment necessary to maintain the leased premises in a clean, orderly and inviting condition reasonably satisfactory to the Director of Leisure Services. It is understood and agreed by the parties, that the Director of Leisure Services or his/her designee may, at his/her discretion, conduct periodic inspections of said premises and shall furnish in writing to the LESSEE, a list of discrepancies, if any, discovered during said inspections and which discrepancies the LESSEE agrees to correct in an expeditious manner. The LESSEE further agrees that it shall not permit garbage and other refuse to accumulate or to gather in or about the Premises except in suitable covered garbage receptacles, which will be provided by the Department of Leisure Services. The LESSEE shall be responsible for keeping said receptacles clean at all times. The LESSOR's Department of Public Works will be responsible for the removal of rubbish, trash, garbage, recycling, and compost/organics at least two times each week. The Department of Public Works expects that LESSEE will participate in its waste management system, which requires garbage, recycling and compost/organics material separation. Dumpster(s) will be placed at a location on the parking lot level as designated by the Director of Leisure Services.

17. LESSOR Responsible for Certain Exterior Maintenance and Repairs: The LESSOR will provide snow removal services for the restaurant facility and will maintain all grounds and perform all necessary maintenance and repairs to the exterior of the building (except exterior window washing and cleaning of area at front entrance). LESSOR also agrees to provide extermination services to the lower level of the restaurant building as required. LESSEE will repair damage to any portion of the building caused in whole or in part by LESSEE.

18. Hours of Operation; Menu: The LESSEE agrees to keep the premises clean and to serve only food and beverages of quality, which is the same standard as other similar West Hartford restaurants; and further, the LESSEE agrees to provide a full restaurant menu including a light luncheon menu.

The LESSEE agrees to operate the facility in accordance with restrictions stipulated in the facility's Special Use Permit (SUP). Hours of restaurant operation shall not be earlier than 6:00 AM nor later than 11:00 PM. Outdoor dining on the deck of the restaurant shall be permitted between 11:30 AM and 9:30 PM (Monday through Saturday) and 11:30 AM and 8:30 PM on Sundays.

The LESSEE further agrees to operate the facility in accordance with the minimum operating hours listed below:

Tavern ("bar room")

January 1 to March 31: 11:30 AM to 10:00 PM
(Tuesday through Sunday)

April 1 to December 31: 11:30 AM to 10:00 PM
(Monday through Sunday)

Will be open on the following holidays:
Memorial Day, Fourth of July, Labor Day

Dining Room(s) ("restaurant")

January 1 to March 31: 11:30 AM to 9:00 PM
(Tuesday through Sunday)

April 1 to December 31: 11:30 AM to 10:00 PM
(Monday through Sunday)

Snack Bar

8:30 AM to 7:00 PM each day when the golf course
is open for play (unless otherwise authorized by the
Director of Leisure Services).

Beer Cart

Will be open a minimum of twenty hours each week
when the golf course is open for play ((unless
otherwise authorized by the Director of Leisure
Services).

In addition to the above, the LESSEE agrees to open the Snack Bar no later than 7:00 AM for light breakfast for the golfers whenever the golf course is open. This agreement may vary with mutual consent of the Director of Leisure Services. Restaurant and Tavern hours of operation other than the above may be used upon approval of the Director of Leisure Services. It is understood that the LESSEE may find it advisable to extend closing time on any given night until 11 PM, with the exception of the deck, where service must end at 9:30 PM. Further, the LESSEE reserves the right during the period from January 1 to March 31 of each year during the Term hereof, to close the facility for vacation or renovation for one (1) period not to exceed two (2) weeks. In such event, the LESSEE shall give written notice to the Director of Leisure Services at least three (3) full weeks prior to the intended closing; shall post notice in the restaurant in a conspicuous location at least three (3) full weeks prior to the intended closing and shall place an advertisement in a newspaper of general circulation within the community which shall appear at least seven (7) days prior to the intended closing. The Director of Leisure Services will act in a reasonable manner in giving or withholding his/her consent or approval to vary the hours specified hereunder, in order to attempt to accommodate the reasonable requests of the LESSEE.

19. Security Deposit: The LESSEE agrees to and does hereby deposit with the LESSOR a cash security deposit in the amount of \$7,500 to be held by the LESSOR for the full and faithful performance by the LESSEE of all of the terms, conditions, covenants and agreements contained

in this Lease. The parties agree that LESSOR shall pay interest at 1% per year, annually on the Security Deposit. However, if Lessee is in default, the parties agree that the LESSOR shall have the right, in its sole discretion, to apply the interest as well as the Security Deposit to any amounts owed. If there be no such default, the LESSOR shall, upon the expiration of the Term as herein provided, return said sum to the LESSEE.

20. Termination of Lease; Holding Over: The LESSEE covenants and agrees that it will, at the expiration of the Term or other termination of this Lease, quit and surrender the premises in the same condition as at present, reasonable wear and tear excepted. LESSOR agrees and covenants that it shall not hold over beyond the Term of this Lease without the express written consent of the LESSOR. Should such consent be granted, the tenancy shall be construed as a tenancy for month-to-month at the same monthly rental as required to be paid by LESSEE for the period immediately prior to the expiration of the Term hereof and shall otherwise be on the terms and conditions herein specified, so far as applicable; provided, however, that the LESSOR may consent only to a particular period of time for the LESSEE to holdover and LESSEE agrees to abide by the limitations stated in said consent.

21. Compliance with Laws: The LESSEE covenants and agrees to comply with and conform to all of the laws of the State of Connecticut and the laws, ordinances, zoning and building ordinances, rules, laws, and regulations of the Town of West Hartford insofar as the premises are or may be concerned. LESSOR represents that there shall be no known violations at the commencement of the Lease. Nothing herein shall alter the obligations of LESSOR and LESSEE for repairs as described in paragraph 14 and 15 of this Lease; provided, however, if LESSEE's or LESSOR's actions or inaction cause non-compliance with said laws, ordinances, etc., then the party causing the non-compliance shall be responsible for rectifying it.

22. No Waiver: It is agreed that if the LESSOR shall fail to demand strict performance of the covenants, agreements and conditions contained in the Lease, or if it shall fail to exercise any option herein conferred in any one or more instances, such failure shall not be construed as a waiver or relinquishment of any right to claim damages in the same as shall exist, nor as a waiver or relinquishment for the future of the right to demand performance of the same, but such covenants, agreements, conditions or options shall be and remain in full force and effect.

23. Parking: It is understood and agreed that forty-five (45) parking spaces in the parking facilities adjoining the clubhouse shall be available to the LESSEE for its exclusive use. The specific parking spaces so designated shall be agreed upon mutually by the LESSEE and LESSOR'S Director of the Department of Leisure Services. The parties recognize that these spaces are provided based on a calculation of the minimum number of spaces required by the parking regulations contained in the Code of the Town of West Hartford for a restaurant of the size operated by the LESSEE.

24. Bankruptcy: The LESSEE covenants and agrees that if it shall be adjudged bankrupt, or if a receiver shall be appointed to take charge of its business and property, in whole or part, or through voluntary or involuntary proceedings, or if any assignment is made by it for the benefit of creditors, or if it shall permit said premises to become vacant or unoccupied, then, upon the happening of any such event, all installments of Rent for the entire leasehold period shall become

due and payable at the option of the LESSOR or its assigns and upon demand of the LESSOR or its assigns, the LESSEE shall surrender complete and peaceable possession of the premises waiving all other notice of every kind or description, but this provision shall not be construed so as to prevent the LESSOR from recovering damages which it may sustain for failure on the part of the LESSEE to perform any of the covenants, agreements or conditions in this Lease that it agreed to be performed, and if the LESSEE shall so surrender possession, the LESSOR shall make reasonable effort to re-let said premises on such terms as it shall deem best and apply the proceeds of such re-letting to the reduction of such Rent and the LESSEE shall be liable for the balance.

25. Property of Lessor: The LESSEE covenants and agrees that all alterations, additions or improvements in or to the premises by it made, excepting herefrom only business equipment which may be removed from the premises without causing damage to the premises, shall become the property of the LESSOR, and shall be surrendered with the premises at the end or other termination of this Lease, such equipment to include, but not be limited to, the built-in bar and back bar, walk-in cooler, light fixtures, window treatments and any additional exhaust hood equipment, miscellaneous built-in cabinetry such as wait stations, etc. Business equipment such as refrigerators, movable coolers, stoves, food preparation tables, ice machines, and dishwashers remain the property of the LESSEE and may be removed with the permission of the LESSOR, only after LESSEE has offered for sale to the LESSOR such equipment at fair market value as determined by taking the average appraisal of two independent kitchen equipment dealers.

26. Renovations by LESSEE: The LESSEE shall replace and/or provide approximately \$300,000 of permanent building improvements and equipment investment, including, but not limited to, the equipment and improvements itemized below as needed:

Equipment: All equipment for kitchen, vendor's office, vendor's toilet room. All furniture for existing Dining Room(s), Tavern, Deck and Snack Bar, including Refreshment Cart.

Finishes - Kitchen, vendor's office, vendor's toilet room, and existing dining room. Finishes include wall treatments, windows, window treatments, floor coverings, ceilings, millwork and trim. All other required/desired finishes in the existing Tavern, including, but not limited to, windows, window treatments, bar construction, millwork and trim. All such finishes shall be selected by LESSOR after consultation with LESSEE.

Deck Expansion - LESSEE agrees to split the cost of deck expansion to the west of the Tavern windows with the LESSOR. LESSEE shall deposit \$25,000 with LESSOR for the sole purpose of funding the LESSEE'S share of the structural renovations to the deck as described in Exhibit B herein. Said funds shall be set aside by LESSOR for the stated purpose and any funds not required for said purpose shall be refunded to LESSEE upon the completion of the renovations. The LESSEE may be responsible for payment of any sums in excess of such deposit for its share of the deck

renovations described in this paragraph, and LESSOR shall share equally in the payment of any excess costs for the renovations described in this paragraph. Upon completion of the deck renovation, the newly expanded deck shall be solely the property of the LESSOR and the LESSEE shall have no claim to it.

27. Latent Defects: The LESSEE agrees that it will not hold the LESSOR liable for any latent defect in the premises or in the building of which the premises form a part and that the LESSOR shall not be liable for any failure of water supply, heat, electric current or gas nor for any injury or damage to persons or property caused by fire or by the elements or by other persons in the building or from falling plaster or from gas, electricity, water, rain, snow or dampness or from pipes, appliances or plumbing unless the same be caused or result from the LESSOR'S negligence. LESSOR shall repair any latent defect, provided that the cost of said repair shall not exceed \$10,000; provided that LESSOR shall make every reasonable effort to repair latent defects in excess of that amount.

28. Liquor Permit: The LESSEE shall maintain a valid liquor permit applicable to the premises issued by the Liquor Control Commission of the State of Connecticut throughout the Term of this Lease, including any renewal Term. The parties agree that if said permit is not issued or if, after issuance, said permit is revoked or suspended by said Commission at any time during the Term of this Lease, and the LESSOR shall so exercise this option, the Lease shall thereupon expire and terminate and the LESSEE covenants to, and does hereby waive notice of every kind and description which, were it not for such waiver, might otherwise be necessary in obtaining possession of said premises. The commencement of the Lease is contingent upon the Liquor Control Commission's issuance of a permit to LESSEE. Revocation of any liquor permit shall be considered a default pursuant to paragraph 7.

29. Financial Report: On or before February 15 of each year during the Lease Term, including any renewal Term, the LESSEE shall provide to LESSOR a twelve-month year-end reviewed financial statement prepared by a Certified Public Accountant covering the restaurant, Tavern, Snack Bar, beer cart, and all operations, income, expenses, costs, and/or benefits related to Rockledge Tavern Restaurant. LESSEE will promptly provide a copy of its monthly sales tax filings upon LESSOR'S request. LESSEE will promptly provide a copy of its Federal tax return covering the restaurant, Tavern, Snack Bar, beer cart and related operations for the previous year upon LESSOR'S request. LESSOR, at its own expense, shall have the right no more than one time per year to audit the books and records of LESSEE with reference to the restaurant business conducted at the premises.

30. Line of Credit: As a condition precedent to this Lease becoming binding on the LESSOR, and for the purpose of LESSEE making the agreed upon renovations provided for in this Lease, LESSEE shall provide LESSOR with proof of a Line of Credit for at least \$300,000. In the alternative, LESSEE may provide some other proof of financial worthiness acceptable to the Town of West Hartford.

31. Structural Changes by LESSOR: The LESSEE covenants and agrees that the LESSOR shall have the right to enter upon the demised premises or any part thereof and to make such

alterations, additions, repairs or structural changes as the LESSOR shall desire to conform the building or any part thereof to code or other legal requirements, or to render it safe; and there shall be no abatement, reduction, or apportionment of fixed Rent provided, however, that no such changes of a nature that will substantially interfere with the conduct of the LESSEE'S business upon the demised premises will be done by the LESSOR except as reasonably necessary to conform the building or any part thereof to code or other legal requirements or to render it safe. Prior to commencing any such changes of a nature that will substantially interfere with the conduct of LESSEE'S business, the LESSOR shall notify the LESSEE in writing of the general nature of such proposed structural changes, and within fifteen (15) calendar days after such written notice is mailed to the LESSEE via certified mail, return receipt requested, the LESSEE shall have the option, which option shall be exercised by written notice by certified mail, return-receipt requested, to terminate the then remaining Term of this Lease as of a date no later than thirty (30) calendar days subsequent to the exercise of said option. If the LESSEE shall fail to exercise said option within said fifteen (15) calendar day period, then said option shall be deemed waived, and thereupon the LESSOR shall have the right to enter upon the premises and make such structural changes, and there shall be an abatement, reduction or apportionment of fixed rent on account of any of the aforesaid based on the proportionate share of the demised premises LESSEE will be unable to use and the same shall not be deemed an actual or constructive eviction. In the event the LESSEE shall exercise the above option to terminate the Lease, then the Rent hereunder shall abate from the date of termination, and the LESSEE shall forthwith pay to the LESSOR all amounts of Rent, pro-rated, up to said termination date.

32. Permission of LESSOR for Group Functions: The LESSEE covenants and agrees that it will not make the entire leased premises available to any one group without first obtaining from the LESSOR permission for the same. The LESSEE further agrees that the Tavern will be made available to golf course patrons during the golfing season (approximately April 1 through December 1) unless otherwise authorized by the Director of Leisure Services, and such authorization shall not be unreasonably withheld.

33. Taxes: LESSEE shall pay any and all tax payments and trade creditors' bills as they become due.

34. Minimum Interest: It is acknowledged that the LESSEE is a limited liability corporation owned and operated by Chip Kohn and Jeff Kivlin. The LESSOR and the LESSEE agree that in the event that any individual other than the above shall obtain any interest in the corporation (other than by inheritance on the death of a present shareholder), such action shall be deemed an assignment of this Lease and therefore subject to the default provisions in paragraph 7 of this Lease.

35. Personal Guarantor: In the event that this Lease is terminated by reason of default of LESSEE, all equipment and furnishings supplied by LESSEE pursuant to paragraph 2 hereof shall remain on the premises and shall be and become the property of the LESSOR. In the event LESSEE fails to abide by the terms of this paragraph, LESSEE and/or the individuals named in paragraph 34 shall each be jointly and severally responsible to LESSOR for the replacement cost of the equipment and furnishings, taking into account its age and condition.

36. Notices: All the written notices and documents required to be given to the LESSOR shall be addressed and mailed to the Director of Leisure Services, West Hartford Town Hall, 50 South Main Street, West Hartford, Connecticut, 06107, and all written notices and documents required to be given to the LESSEE shall be addressed and mailed to Chip Kohn, President, Rockledge Tavern LLC, 289 South Main Street, West Hartford, CT 06107.

IN WITNESS WHEREOF:

TOWN OF WEST HARTFORD
LESSOR

Witness

By _____
Matthew Hart
Its Town Manager
Duly Authorized

Witness

ROCKLEDGE TAVERN LLC
LESSEE

Witness

By _____
Chip Kohn
Its President,
Duly Authorized

Witness

STATE OF CONNECTICUT)

) ss. West Hartford, CT

, 2018

COUNTY OF HARTFORD)

Personally appeared Matthew Hart, Town Manager of the Town of West Hartford, signer and sealer of the foregoing instrument, who, being duly authorized, acknowledged the same to be his free act and deed and the free act and deed of said Town of West Hartford, before me

Notary Public
My Commission expires _____

(Seal)

STATE OF CONNECTICUT)

) ss.

, 2018

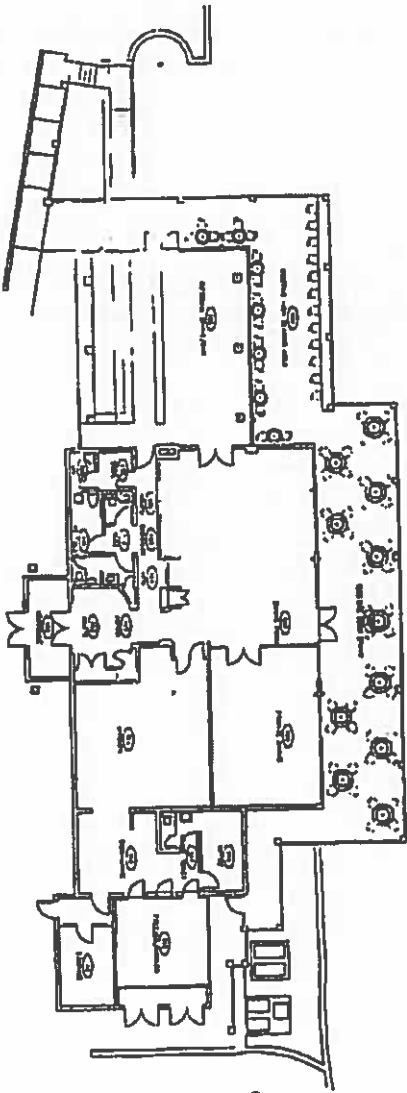
COUNTY OF HARTFORD)

Personally appeared Chip Kohn, President of Rockledge Tavern LLC, signer and sealer of the foregoing instrument, who, being duly authorized, acknowledged the same to be his free act and deed and the free act and deed of said Rockledge Tavern LLC, before me

Notary Public
My Commission expires _____

(Seal)

ROCKLEDGE GOLF CLUB
289 SOUTH MAIN STREET
WEST HARTFORD, CT
UPPER LEVEL FLOOR PLAN
DECEMBER 2017



UPPER LEVEL FLOOR PLAN

BAR/LOBBY: 1,000 SF
CLUBHOUSE: 1,000 SF
RESTROOM: 1,000 SF

Deck
Renovation and
Expansion
Architect: [Redacted]
Engineer: [Redacted]
Interior Designer: [Redacted]

Rockledge
289 South Main Street
West Hartford, CT 06107
Tel: [Redacted]
Fax: [Redacted]
Email: [Redacted]
Website: [Redacted]
Architect: [Redacted]
Engineer: [Redacted]
Interior Designer: [Redacted]
Construction Manager: [Redacted]
General Contractor: [Redacted]

Room	Area (SF)	Notes
CLUBHOUSE	1,000	
BAR/LOBBY	1,000	
RESTROOM	1,000	
STAIR	1,000	
DOOR	1,000	
TOTAL	4,000	

UPPER AND
FLOOR PLAN

EXHIBIT B

The Rockledge deck is currently under renovation. The Town of West Hartford and Rockledge Tavern LLC agree to include a four (4) foot extension of the deck westward outside of the tavern portion of the Rockledge restaurant area. The extension will not increase the seating capacity, but will allow for more flexibility on placement of tables and chairs.

Work will be performed by the Town of West Hartford's current contractor conducting the entire deck renovation, General Builders. The work requires additional flooring, subfloor and steel beams. The additional work is estimated at between \$40,000 to \$50,000, a sum to be split evenly between the Town of West Hartford and Rockledge Tavern LLC. This investment by Rockledge Tavern LLC will be considered to be part of the Rockledge Tavern LLC's \$300,000 budget for equipment and facility improvements.

Indemnification and Insurance Exhibit Rockledge Lease Agreement

For purpose of this Exhibit, the term "Lessee" shall also include their respective agents, representatives, employees, contractors of any tier; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers.

I. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Lessee shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for bodily injury, sickness, disease, or death; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including officers, employees, agents, contractors of any tier, or volunteers of the Town of West Hartford and West Hartford Board of Education, or the Lessee, or by the public, even if caused by the negligence of the Town, so long as the injury to person, property or financial losses is caused or alleged to have been caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Lessee, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them arising from or related to the performance of this Contract.
- B. To the fullest extent permitted by law, the Lessee shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Lessee, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.
- C. This duty to indemnify shall not be constrained or affected by the Lessee's insurance coverage or limits, or any other portion of the Contract relating to insurance requirements. It's agreed that the Lessee's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the Contract.

II. INSURANCE

A. Insurance Requirements

1. The Lessee shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the Contract, including any and all extensions, except as defined otherwise in this Exhibit.
2. Lessee's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.
3. All policies (with the exception of Worker's Compensation) shall be endorsed to include the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers as an Additional Insured. The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
4. When the Town or the Lessee is damaged by failure of the Lessee to purchase or maintain insurance required under this Exhibit, the Lessee shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.

B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, personal injury and broad form property damage. Policy to be endorsed to include Fire Legal Liability for no less than \$250,000.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage. If a vehicle is not used in the execution of the lease then automobile coverage is not required.
3. **Liquor Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate.
4. **Umbrella Liability:** \$2,000,000 each occurrence / \$4,000,000 aggregate, following form
5. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut or applicable to the work to be performed. Policy shall include Employer's Liability with minimum limits of \$1,000,000 each accident, \$1,000,000 disease/policy limit, \$1,000,000 disease/each employee.

The Lessee represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Contract. The Lessee agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all suits, claims, and actions arising from personal injuries to the Lessee, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Lessee failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

6. **Property Coverage:** "All risk" property insurance to cover personal property of the Lessee (including but not limited to food, restaurant equipment, electronic equipment, furniture and fixtures) on a replacement cost basis used or related to the Lease Agreement. Policy to include extra expense, business interruption including ordinary payroll for a minimum of ninety (90) days and waiver of subrogation. Deductible not to exceed \$1,000. The Lessee agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Lessee.

C. Additional Terms

1. **Minimum Scope and Limits:** The required insurance shall meet the minimum scope and limits of insurance specified in this Exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. Providing proof of compliance with the insurance requirements described in this Exhibit is not intended, and shall not be construed to exclude the Town from additional limits and coverage available to the Lessee.

Acceptance by the Town of insurance submitted by the Lessee does not relieve or decrease in any manner the liability of the Lessee arising out of or in connection with this Contract. The Lessee is responsible for any losses, claims and costs of any kind which exceed the Lessee's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Lessee that arises from the Contract.

2. **Certificates of Insurance:** The Lessee shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this Exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Lessee agrees to furnish complete copies of the required policies.
3. **Subcontractors:** Lessee shall cause all contractors of any tier, acting on its behalf, to comply with this Exhibit. The Lessee shall either include its contractors as an insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.
4. **Premiums, Deductibles and Other Liabilities:** Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Lessee.
5. **Occurrence Form Primary and Non-Contributory:** All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this Exhibit. Each required policy of insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the Town.

6. Claims-made Form: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of this Contract. The Lessee shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the Contract, for a minimum of two (2) years, except as defined otherwise in this Exhibit.
7. Waiver of Rights of Recovery: Both the Lessee and Lessee's insurers shall waive their rights of recovery or subrogation against the Town.
8. Claim Reporting: Any failure of the Lessee to comply with the claim reporting provisions of the required insurance policies shall not relieve the Lessee of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.
9. Cancellation Notice: Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.
10. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the Contract.